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Attorneys for Plaintiff
UNITED STATES OF AMERICA

UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA

UNITED STATES OF AMERICA,) CR No. 06-696-MMM
Plaintiff,) PLEA AGREEMENT FOR DEFENDANT
v.) JOSEPH R. FRANCIS
JOSEPH R. FRANCIS,) Hearing:
Defendant.) Date: 9/25/2006
Time: 3:00 pm
Place: Roybal Courtroom 780

1. This constitutes the binding plea agreement between
JOSEPH R. FRANCIS ("defendant" or "FRANCIS") and the Obscenity
Prosecution Task Force of the Criminal Division of the United
States Department of Justice ("OPTF") and the United States
Attorney's Office for the Central District of California ("USAO")
(collectively the "Government") in the above-captioned case.
This Agreement is limited to the OPTF and the USAO and cannot

1 bind any other federal, state, or local prosecuting,
2 administrative, or regulatory authorities except as expressly set
3 forth herein.

4 PACKAGE AGREEMENT

5 2. FRANCIS acknowledges that this Agreement is part of a
6 package agreement in which the disposition of the charges against
7 FRANCIS is contingent on the disposition of charges against
8 Mantra Films, Inc., and the execution and entry of a deferred
9 prosecution agreement against MRA Holdings, LLC, two companies of
10 which FRANCIS is the founder, CEO, and sole shareholder, in the
11 Northern District of Florida. It is a condition of this
12 Agreement, the failure to satisfy which condition shall
13 constitute a breach of this Agreement, that Mantra Films, Inc.,
14 must enter a guilty plea and MRA Holdings, LLC, a deferred
15 prosecution agreement in the Northern District of Florida.
16 FRANCIS acknowledges that he has directed his attorneys to
17 negotiate this Agreement as part of such a package agreement; has
18 discussed with his attorneys, and carefully considered, the
19 possible advantages and disadvantages of entering into this
20 Agreement as part of such a package agreement; is entering into
21 this Agreement as part of such a package agreement freely and
22 voluntarily because he believes this Agreement and the package
23 agreement to be in his best interests; and is not entering into
24 this Agreement as part of the package agreement because of any
25 threats, coercion, or undue influence by the Government or any of
26 the parties to the package agreement or their counsel.

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3. FRANCIS agrees to waive indictment and plead guilty to a two-count Information to be filed in the United States District Court for the Central District of California in substantially the form attached as Attachment B (the "Information"), charging that FRANCIS produced, manufactured or published any film, videotape, digital image or picture after November 1, 1990 which contains one or more visual depictions of actual sexually explicit conduct, which was shipped or intended to be shipped in interstate commerce, and for which FRANCIS failed to create or maintain individually identifiable records required by 18 U.S.C. § 2257 and 28 C.F.R. § 75 pertaining to every performer portrayed in such visual depiction, including a legible copy of an identification document.

5 NATURE OF THE OFFENSE

4. In order for defendant to be guilty of the crimes charged in Counts One and Two of the Information, which charge violations of Title 18, United States Code, Section 2257(f)(1), the following must be true: FRANCIS produced a film, videotape, or other matter that contained one or more visual depictions made after November 1, 1990, of actual sexually explicit conduct, that is, sexual intercourse, bestiality, masturbation, sadistic or masochistic abuse, or lascivious exhibition of the genitals or pubic area of any person, and failed to create or maintain an identification document for one or more of the performers who appeared in such visual depiction. Defendant admits that

1 defendant is, in fact, guilty of these offenses as described in
2 counts One and Two of the Information.

3 PENALTIES

4 5. The statutory maximum sentence that the Court can impose
5 for each violation of Title 18, United States Code, Section
6 2257(f)(1) is: 5 years imprisonment; a 3-year period of
7 supervised release; alternatively, a term of probation of no less
8 than 1 year nor more than 5 years; a fine of \$250,000; and a
9 mandatory special assessment of \$ 100. Therefore, the total
10 maximum sentence for all offenses to which defendant is pleading
11 guilty is: 10 years imprisonment; a 3-year period of supervised
12 release; alternatively, a term of probation of no less than 1
13 year nor more than 5 years; a fine of \$500,000; and a mandatory
14 special assessment of \$200.

15 6. Supervised release is a period of time following
16 imprisonment during which defendant will be subject to various
17 restrictions and requirements. Defendant understands that if
18 defendant violates one or more of the conditions of any
19 supervised release imposed, defendant may be returned to prison
20 for up to 2 years, which could result in defendant serving a
21 total term of imprisonment greater than the statutory maximum
22 stated above.

23 7. Defendant also understands that, by pleading guilty,
24 defendant may be giving up valuable government benefits and
25 valuable civic rights, such as the right to vote, the right to
26 possess a firearm, the right to hold office, and the right to
27

1 serve on a jury.

2 8. Defendant further understands that the conviction in
3 this case may subject defendant to various collateral
4 consequences, including but not limited to, deportation,
5 revocation of probation, parole, or supervised release in another
6 case, and suspension or revocation of a professional license.
7 Defendant understands that unanticipated collateral consequences
8 will not serve as grounds to withdraw defendant's plea of guilty.

9 FACTUAL BASIS

10 9. Defendant and the Government agree and stipulate to the
11 statement of facts provided below. This statement of facts
12 includes facts sufficient to support a plea of guilty to the
13 charges described in this Agreement. It is not meant to be a
14 complete recitation of all facts relevant to the underlying
15 criminal conduct or all facts known to defendant that relate to
16 that conduct. Defendant and the Government agree and stipulate
17 to the following statement of facts which provide the factual
18 basis underlying this Agreement:

19 a) FRANCIS is the founder, CEO and sole shareholder of
20 Mantra Films, Inc., and MRA Holdings, LLC. ("the companies"). The
21 companies produce, market and distribute "Girls Gone Wild" videos
22 and DVDs. In the process of creating these videos, agents of the
23 companies often film individuals engaged in sexually explicit
24 conduct as defined in 18 U.S.C. § 2256(2)(A).

25 b) As the CEO and/or primary or sole shareholder of the
26 companies, FRANCIS was during the relevant time period involved
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1 in the day-to-day operations of the companies. As such, FRANCIS
2 (1) established the policies of the companies, (2) established
3 budgets for productions, including monetary incentives to
4 cameramen who film footage for the companies, (3) sometimes
5 directed cameramen and other production staff acting on the
6 companies' behalf in what type of footage they should obtain, (4)
7 decided what venues camera operators would visit to obtain
8 footage to include in the videos, and (5) made most major
9 decisions on behalf of the companies. FRANCIS was also
10 personally involved in persuading performers to engage in
11 sexually explicit conduct, reviewing footage obtained by
12 cameramen, deciding which footage would be used in commercially
13 marketed and released films and deciding how the companies'
14 products would be packaged and marketed. As a result, FRANCIS
15 was producing, as that term is defined in 18 U.S.C. § 2256(3),
16 the material that is included in the videos addressed in Counts
17 One and Two.

18 c) On or about March 31, 2002, a cameraman acting on
19 behalf of the companies and FRANCIS obtained footage of two
20 female performers engaging in actual sexually explicit conduct.
21 The cameraman failed to obtain for either of the performers a
22 legible copy of an identification document as required by 18
23 U.S.C. § 2257 or 28 C.F.R. § 75 and no such documentation
24 relating to this footage was provided by the cameraman or anyone
25 else to the companies or to FRANCIS. This footage ultimately was
26 included in two different videos commercially marketed for sale
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1 to the public by FRANCIS and the companies, namely, videos
2 contained on DVDs entitled "Ultimate Spring Break, Volume 3" and
3 "Ultimate Spring Break, Volume 4" ("the videos").

4 d) FRANCIS was personally involved in selecting the
5 footage to be included in the videos.

6 e) FRANCIS knowingly decided to include the footage
7 referenced above even though neither he nor anyone at the
8 companies obtained a legible copy of an identification document
9 or created or maintained the records required pursuant to 18
10 U.S.C. § 2257 or 28 C.F.R. § 75 for the footage or videos
11 referenced above or attempted to verify that such records had
12 been obtained.

13 WAIVER OF CONSTITUTIONAL RIGHTS

14 10. By pleading guilty, defendant gives up the following
15 rights:

16 a) The right to persist in a plea of not guilty.

17 b) The right to a speedy and public trial by jury.

18 c) The right to the assistance of legal counsel at
19 trial, including the right to have the Court appoint counsel for
20 defendant for the purpose of representation at trial. (In this
21 regard, defendant understands that, despite his or her plea of
22 guilty, he or she retains the right to be represented by counsel
23 - and, if necessary, to have the court appoint counsel if
24 defendant cannot afford counsel - at every other stage of the
25 proceedings.)

26 d) The right to be presumed innocent and to have the
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Defendant and the Government agree not to seek, argue, or suggest that any other specific offense characteristics, adjustments, or departures be imposed.

1 payable within 40 days after sentencing but the failure of the
2 Court to grant this request shall not be a basis for FRANCIS to
3 withdraw his guilty pleas.

4 14. The Government and FRANCIS agree that any fine in this
5 case shall be in addition to, and shall not be offset by, any
6 fines paid by MRA Holdings, LLC, or Mantra Films, Inc., in
7 related cases filed in the United States District Court for the
8 Northern District of Florida, except that the combined total
9 amount of the fines and restitution imposed on FRANCIS, MRA
10 Holdings, LLC, and Mantra Films, Inc., shall not exceed \$2.1
11 million.

12 15. The Government agrees that it will not seek
13 restitution in this case in light of the fact that the companies
14 have agreed to pay restitution in an amount to be determined by
15 the United States District Court for the Northern District of
16 Florida in the cases pending against MRA Holdings, LLC, and
17 Mantra Films, Inc.

18 16. If the Court rejects the agreed-upon disposition in
19 paragraph 13, this entire Agreement shall be null and void, and
20 FRANCIS will be free to withdraw his pleas of guilty pursuant to
21 Fed. R. Crim. P. 11(d)(2)(A). In accordance with Fed. R. Crim.
22 P. 11(f), evidence of a withdrawn guilty plea or any statements
23 made in the course of plea negotiations shall not be admissible
24 against FRANCIS to the extent provided by Federal Rule of
25 Evidence 410.

1 DEFENDANT'S OBLIGATIONS

2 17. Defendant agrees that he will:

3 a) Plead guilty as set forth in this Agreement.

4 b) Not knowingly and willfully fail to abide by all
5 sentencing stipulations contained in this Agreement.

6 c) Not knowingly and willfully fail to: (i) appear as
7 ordered for all court appearances, (ii) surrender as ordered for
8 service of sentence, (iii) obey all conditions of any bond, and
9 (iv) obey any other ongoing court order in this matter.

10 d) Not commit any crime; however, offenses which would
11 be excluded for sentencing purposes under U.S.S.G. § 4A1.2(c) are
12 not within the scope of this agreement.

13 e) Not knowingly and willfully fail to be truthful at
14 all times with Pretrial Services, the U.S. Probation Office, and
15 the Court.

16 f) Pay the applicable special assessments at or before
17 the time of sentencing, and the fine to be imposed on the
18 schedule ordered by the Court.

19 THE GOVERNMENT'S OBLIGATIONS

20 18. If defendant complies fully with all defendant's
21 obligations under this agreement, and Mantra Films, Inc., and MRA
22 Holdings, LLC, comply fully with their obligations under their
23 respective plea and deferred prosecution agreements, the
24 Government agrees:

25 a) to abide by all sentencing stipulations contained in
26 this agreement; and
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b) based on information currently available to it, not to prosecute FRANCIS, Mantra Films, Inc., or MRA Holdings, LLC, for any violations of 18 U.S.C. § 2257(f)(1) or (f)(4) related to films that are no longer sold or distributed by Mantra Films, Inc., or MRA Holdings, LLC, and relating to which Mantra Films, Inc., and/or MRA Holdings, LLC, were not in compliance with 18 U.S.C. § 2257(f)(1) or (f)(4), which films are listed in Attachment A, or for any violation of 18 U.S.C. §§ 1461-1466 related to the distribution of the films "Totally Exposed Uncensored and Beyond, Volumes 1-12," or other charges related to the production, distribution or labeling of "Ultimate Spring Break Vol. 3" and "Ultimate Spring Break Vol. 4."

19. Except as explicitly provided in paragraph 18(b) above, nothing in this Agreement shall protect FRANCIS, Mantra Films, Inc., or MRA Holdings, LLC, from prosecution related to any offense. In addition, FRANCIS acknowledges that this Agreement does not prohibit either the United States or any of its agencies, including in particular OPTF and the USAO, or any third party, from initiating or prosecuting any civil proceedings directly or indirectly involving FRANCIS, Mantra Films, Inc., or MRA Holdings, LLC.

20. FRANCIS understands that he may be subject to administrative action by federal, state, or local agencies as a result of the guilty pleas entered pursuant to this Agreement, and that this Agreement in no way controls whatever action, if any, such agencies take.

BREACH OF AGREEMENT

21. If defendant, at any time between the execution of this Agreement and defendant's sentencing on a non-custodial sentence or surrender for service on a custodial sentence, knowingly violates or fails to perform any of defendant's obligations under this Agreement, it shall be a breach of this Agreement and the Government may declare this Agreement breached. Because FRANCIS' guilty pleas and this Agreement are part of a package agreement as specified in Paragraph 2 above, it shall also be a breach of this Agreement, and the Government may declare a breach of this Agreement, if Mantra Films, Inc., fails to enter guilty pleas as outlined in and otherwise comply with the terms of the plea agreement with Mantra Films, Inc., entered into in the Northern District of Florida, or if MRA Holdings, LLC, fails to enter into and comply with the terms of its deferred prosecution agreement in the Northern District of Florida. If the Government declares this Agreement breached, and the Court finds such a breach to have occurred, defendant will not be able to withdraw defendant's guilty pleas, and the Government will be relieved of all of its obligations under this Agreement.

22. Following a knowing and willful breach of this Agreement by defendant, should the Government elect to pursue any charge that was not filed as a result of this Agreement, including but not limited to offenses related to the films listed in Attachment A, then:

1 a) Defendant agrees that the applicable statute of
2 limitations is tolled between the date of defendant's signing of
3 this Agreement and the commencement of any such prosecution or
4 action.

5 b) Defendant gives up all defenses based on the statute
6 of limitations, any claim of preindictment delay, or any speedy
7 trial claim with respect to any such prosecution, except to the
8 extent that such defenses existed as of the date of defendant's
9 signing of this Agreement. Defendant also waives any challenge
10 that it may have to venue in this district.

11 c) Defendant agrees that: (i) any statements made by
12 defendant, under oath, at the guilty plea hearing; ii) the
13 stipulated factual basis statement in this Agreement; and iii)
14 any evidence derived from such statements, are admissible against
15 defendant in any future prosecution of defendant, and defendant
16 shall assert no claim under the United States Constitution, any
17 statute, Rule 410 of the Federal Rules of Evidence, Rule 11(f) of
18 the Federal Rules of Criminal Procedure, or any other federal
19 rule, that the statements or any evidence derived from any
20 statements should be suppressed or are inadmissible in such
21 prosecution.

22 LIMITED MUTUAL WAIVER OF APPEAL AND COLLATERAL ATTACK

23 23. Defendant gives up the right to appeal any sentence
24 imposed by the Court, and the manner in which the sentence is
25 determined, provided that the sentence is that agreed to in
26 paragraph 13 above. Defendant also gives up any right to bring a
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1 post-conviction collateral attack on the convictions or sentence,
2 except a post-conviction collateral attack based on a claim of
3 ineffective assistance of counsel, a claim of newly discovered
4 evidence, or an explicitly retroactive change in the applicable
5 Sentencing Guidelines, sentencing statutes, or statutes of
6 conviction. Notwithstanding the foregoing, defendant retains the
7 ability to appeal the conditions of probation imposed by the
8 court, with the exception of the following: mandatory conditions
9 of probation specified in 18 U.S.C. § 3563(a); standard
10 conditions of probation set forth in district court General
11 Orders 318 and 01-05; and the alcohol and drug use conditions
12 authorized by 18 U.S.C. § 3563(b)(7).

13 24. The Government gives up its right to appeal any
14 sentence imposed by the Court, provided that the sentence is that
15 agreed to in paragraph 13 above.

16 RESULT OF VACATUR, REVERSAL OR SET-ASIDE

17 25. Defendant agrees that if any count of conviction is
18 vacated, reversed, or set aside the Government may: (a) ask the
19 Court to resentence defendant on any remaining counts of
20 conviction, with both the Government and defendant being released
21 from any stipulations regarding sentencing contained in this
22 Agreement, (b) ask the Court to void the entire plea agreement
23 and vacate defendant's guilty pleas on any remaining counts of
24 conviction, with both the Government and defendant being released
25 from all of their obligations under this Agreement, or (c) leave
26 defendant's remaining convictions, sentence, and plea agreement
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1 intact. Defendant agrees that the choice among these three
2 options rests in the exclusive discretion of the Government.

3 COURT NOT A PARTY

4 26. The Court is not a party to this Agreement and need not
5 accept any of the Government's sentencing recommendations or the
6 parties' stipulations.

7 NO ADDITIONAL AGREEMENTS

8 27. Except as set forth herein, there are no promises,
9 understandings or agreements between the Government and defendant
10 or defendant's counsel. Nor may any additional agreement,
11 understanding or condition be entered into unless in a writing
12 signed by all parties or on the record in court.

13 PLEA AGREEMENT PART OF THE GUILTY PLEA HEARING


14 28. The parties agree and stipulate that this Agreement
15 will be considered part of the record of defendant's guilty plea
16 hearing as if the entire Agreement had been read into the record
17 of the proceeding.

18 This Agreement is effective upon signature by defendant and
19 an attorney from the OPTF.

20 AGREED AND ACCEPTED


21 UNITED STATES ATTORNEY'S OFFICE
22 FOR THE CENTRAL DISTRICT OF CALIFORNIA

23 DEBRA WONG YANG
24 United States Attorney

25 
BRENT WARD
26 Director
27 Obscenity Prosecution Task Force
28 Department of Justice

9-25-06
Date

1 I have read this Agreement and carefully discussed every
2 part of it with my attorney. I understand the terms of this
3 Agreement, and I voluntarily agree to those terms. My attorney
4 has advised me of my rights, of possible defenses, of the
5 Sentencing Guideline provisions, and of the consequences of
6 entering into this Agreement. I also understand that this
7 Agreement is part of a package agreement involving dispositions
8 of charges against two of my companies in related cases in the
9 Northern District of Florida, have discussed with my counsel the
10 advantages and disadvantages of entering into this Agreement as
11 part of the package agreement, and have voluntarily agreed to
12 enter into this Agreement as part of the package agreement. No
13 promises or inducements have been made to me other than those
14 contained in this Agreement. No one has threatened or forced me
15 in any way to enter into this Agreement. In addition, after an
16 opportunity to consult with counsel, with respect to any actual
17 or potential conflict between my interests and the interests of
18 MRA Holdings, LLC and Mantra Films, Inc., I hereby waive any such
19 actual or potential conflicts. Finally, I am satisfied with the
20 representation of my attorney in this matter.

21
22 
23 JOSEPH R. FRANCIS
24 Defendant

25
26 9/25/06
27 Date

1 I am JOSEPH R. FRANCIS' attorney. I have carefully
2 discussed every part of this Agreement with my client. Further,
3 I have fully advised my client of his rights, of possible
4 defenses, of the Sentencing Guidelines' provisions, and of the
5 consequences of entering into this Agreement. I have also
6 explained to my client that this Agreement is part of a package
7 agreement involving dispositions of charges against two of his
8 companies in related cases in the Northern District of Florida
9 and have discussed with him the advantages and disadvantages of
10 entering into this Agreement as part of the package agreement.
11 To my knowledge, my client's decision to enter into this
12 Agreement as part of the package agreement is an informed and
13 voluntary one and is not the result of any coercion or threats by
14 anyone.

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17 AARON DYER
18 Counsel for Defendant
19 JOSEPH R. FRANCIS
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2/25/06
Date

Attachment A

Mantra Films/MRA Holding Produced Footage

PLAYBOY'S CASTING CALLS DVD VOLUME 1-12
CAUGHT ON TAPE VOLUME 1-4
COLLEGE GIRLS EXPOSED VOL 1-2
SEXY SORORITY SWEETHEARTS VOL 1-2
TOTALLY EXPOSED UNCENSORED AND BEYOND Vol 1-12
GIRLS GONE WILD ENDLESS SPRING Vol 1-14
GIRLS GONE WILD DORM ROOM FANTASIES Vol 1-9
GIRLS GONE WILD ON TOUR VOL 1-8
GIRLS GONE WILD ULTIMATE SPRING BREAK Vol 1-12
GGW BEST OF ENDLESS SPRING BREAK Vol 1-3
GGW BEST OF ULTIMATE SPRING BREAK Vol 1-2
GIRLS GONE WILD: BEST ON TOUR Vol 1-4
GGW EXTREME UNCENSORED
GIRLS GONE WILD ON CAMPUS
GGW PARTY EXTREME
PRISON FILES Vol 1-2

Mantra Films/MRA Holding Licensed And Consignment Footage

Playboy's Casting Calls (vol. 1-13)
Playboy Mansion Parties' Hottest Moments/Behind the Scenes Uncensored
Playboy Mansion Parties Uncensored
Caught on Tape (vol. 1-4)
Co-Ed Tryouts
Sex Around the House
Prison Files (vol. 1-2)
Party Extreme
Blind Date Uncensored
Blind Date Uncensored Deluxe
Blind Date Dates From Hell Uncensored
Blind Date Freaks and Weirdos
Erotic Seduction
Fantasy Fest 99 (vol. 1-4)
Mardi Gras 99 (vol. 1-3)
Memorial Weekend T&A 99 (vol. 1-3)
Naked in Daytona 99 (vol. 1-2)
Labor Day Wet T&A (vol. 1-3)
Flashing in Public
Girls of the Kentucky Derby
Just Add Water Spring Break Lake Havasu
Key to Bush Fantasy Fest
Naked Mile Run
Lesbian Lovers Caught on Tape
Lovers Caught on Tape (vol. 1-3)
More Lovers Caught on Tape
Charlie's Guide to Lovemaking

- 1 Playboy Celebrities
- 2 Playboy Girlfriends
- 3 Playboy Girls Next Door Naughty and Nice
- 4 Playboy Girls of Hedonism
- 5 Playboy Playmate Erotic Adventures
- 6 Toys for Sex
- 7 Undercover Strippers
- 8 What Women Want
- 9 The Complete Anna Nicole Smith (vol. 1-2)

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9 UNITED STATES DISTRICT COURT
10 FOR THE CENTRAL DISTRICT OF CALIFORNIA

11 UNITED STATES OF AMERICA,

12 Plaintiff,

13 v.

14 JOSEPH R. FRANCIS,

15 Defendant.

) No. CR 06-_____

) I N F O R M A T I O N

) [18 U.S.C. § 2257(f)(1):
) Failure to Make and Maintain
) Required Records; 18 U.S.C.
) § 2: Aiding and Abetting and
) Causing an Act to be Done]

16)
17)
18)
19 _____)
20 The United States Attorney charges:

21 **COUNTS ONE AND TWO**

22 [18 U.S.C. § 2257(f)(1); 18 U.S.C. § 2]

23 1. Mantra Films, Inc., is, and at all times relevant to
24 this Information was, a business located in Santa Monica,
25 California.

26 2. Defendant JOSEPH R. FRANCIS is, and at all times
27 relevant to this Information was, the founder, primary or sole
28 owner, and Chief Executive Officer of Mantra Films, Inc.

1 3. At all times relevant to this Information, defendant
2 JOSEPH R. FRANCIS and Mantra Films, Inc., produced for commercial
3 sale "Girls Gone Wild" digital versatile disks ("DVDs"). Because
4 the DVDs contained visual depictions made after November 1, 1990
5 of actual sexually explicit conduct and were produced in whole or
6 in part with materials mailed or shipped in interstate or foreign
7 commerce and intended for shipment or transportation in
8 interstate or foreign commerce, defendant JOSEPH R. FRANCIS and
9 Mantra Films, Inc., were required to create and to maintain
10 individually identifiable records pertaining to each performer
11 portrayed in such visual depictions, which records were required
12 to include each performer's legal name and verification that each
13 performer was eighteen (18) years of age or older.

14 4. Beginning on or about March 31, 2002, and continuing to
15 on or about January 9, 2004, in the Central District of
16 California and elsewhere, defendant JOSEPH R. FRANCIS, aided,
17 abetted, counseled and induced by others, known and unknown to
18 the United States Attorney, produced and caused to be produced
19 films, videotapes, and other matters, that is, DVDs bearing the
20 following titles, which DVDs contained one or more visual
21 depictions of actual sexually explicit conduct made after
22 November 1, 1990, and were produced in whole or in part with
23 materials which had been mailed or shipped in interstate and
24 foreign commerce and were intended for shipment in interstate and
25 foreign commerce, without maintaining individually identifiable

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1 records pertaining to every performer portrayed in such visual
2 depictions:

COUNT	DVD TITLE
ONE	"Ultimate Spring Break, Volume 3"
TWO	"Ultimate Spring Break, Volume 4"

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10 DEBRA WONG YANG
United States Attorney

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13 BRENT D. WARD
Director
14 Obscenity Prosecution Task Force
15 Department of Justice
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